

SIPLAST MATERIALS WARRANTY

SAMPLE



Warranty No.
Warranty Date:

WHEREAS, SIPLAST, INC., 14911 Quorum Drive, Dallas, Texas has sold SIPLAST Materials which have been used for roofing/waterproofing purposes at a building, owned and described as follows:

OWNER:

SIPLAST MATERIAL QUANTITY:

ADDRESS OF OWNER:

AREA: Squares

JOB NAME & AREA:

ADDRESS OF BUILDING:

CONTRACTOR:

COMPLETION DATE:

USE OF BUILDING:

SIPLAST, INC., HEREBY WARRANTS TO THE OWNER: (Subject to the following terms and conditions), that SIPLAST will replace any of the Roofing/Waterproofing materials used for this project during a period of five (5) years from date of completion as a result of the causes listed below. SIPLAST will not be responsible for labor or any other costs to install replacement materials.

1. Deterioration of the Roofing/Waterproofing materials resulting from ordinary wear and tear by the elements;
2. Deterioration of the Roofing/Waterproofing materials resulting from manufacturing defects in said materials.

This Warranty shall be subject to the following additional terms and conditions:

A. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless Owner shall have given SIPLAST written notice thereof within thirty (30) days after a defect is discovered or should by reasonable diligence have been discovered.

B. EXCLUSIONS FROM COVERAGE

1. Damage resulting from defective workmanship in application of the Roofing/Waterproofing materials;
2. Damage to the Roofing materials caused by structural defects or by movement of substrate components to which the Roofing/Waterproofing materials are applied.
3. Damage resulting from any materials used in conjunction with the Roofing/Waterproofing materials supplied by SIPLAST;
4. Damage to the Roofing/Waterproofing materials caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similarly unusual occurrence;
5. Damage to the Roofing/Waterproofing materials caused by improper repairs or subsequent work on or through the Roofing/Waterproofing materials;
6. Damage to the Roofing/Waterproofing materials caused by improper use of the material due to defects in design;
7. Damage to the Roofing/Waterproofing materials caused by movement of metal work used in conjunction with the materials
8. Damage to the Roofing/Waterproofing materials resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW: THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Siplast, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall Siplast be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth. The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this WARRANTY shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This WARRANTY shall be governed by the laws of the State of New Jersey without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

Siplast, Inc.

By: **SAMPLE**

Kirk Goodrum, Vice President and General Manager

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